

CONTRACT	
NO. 01-04-9-118732-0494	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence, and documents pertaining to this contract.	

A. G. Contract No. KR932781TRN
JPA No.: 93-152
ECS File No.: 94-52
Project: 10-4-(122)/H2379 02C
Section: I-10, Ina - Prince

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

PIMA COUNTY FLOOD CONTROL DISTRICT

THIS AGREEMENT is entered into 11 May, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the PIMA COUNTY FLOOD CONTROL DISTRICT, acting by and through its BOARD OF DIRECTORS (the "District").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The District is empowered by Arizona Revised Statutes Section 48-3601 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District.

3. Incident to an improvement project on State highway I-10 contemplated by the State, it is necessary to provide soil cement bank stabilization for bridge protection at the Canada Del Oro wash. The District plans a future nearby project, and has agreed to include the State's bank stabilization in the District bid package in order to achieve mutual cost savings, at an estimated cost of \$400,000.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 18567
FILED WITH SECRETARY OF STATE
Date Filed 05/11/94
Richard Mahoney Secretary of State
By Vicky Greenwood

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate District review comments as appropriate.

b. Prior to construction of the State's Project, provide the District a copy of the US Army Corps of Engineers 404 permit, and be responsible for any mitigation costs required by the permit. Provide the District any necessary State permits and rights-of-entry. Be responsible for any contractor claims for extra compensation attributable to the State on the State Project.

c. Pay the District the reasonable actual cost of the State Project, or for the administrative costs of cancellation of the State's portion of the Project if applicable, within thirty (30) days after receipt of an invoice.

d. Upon completion and acceptance by the District, provide maintenance to the State Project within the State right-of-way.

2. The District will:

a. Review the State's design documents and provide comments.

b. Include the State Project as a separate additive bid item as part of a future similar District project. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. (If the US Army Corps of Engineers permit is not provided when the State Project is ready for actual construction, cancel the State's portion of the award and invoice the State for costs) Administer the contract and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation on the District's project.

c. With the concurrence of the State, approve and accept the State Project upon completion.

d. Invoice the State for the reasonable actual cost of the State's Project, in an amount estimated at \$400,000.00.

III. MISCELLANEOUS PROVISIONS

1. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

2. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of the State Project construction, upon thirty (30) days written notice to the other party. In the event of termination, each party shall bear its own pro-rata share of costs.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

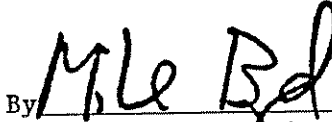
Pima County Flood Control District
Chief Engineer
201 North Stone 3rd Floor
Tucson, AZ 85701


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

**PIMA COUNTY FLOOD CONTROL
DISTRICT**

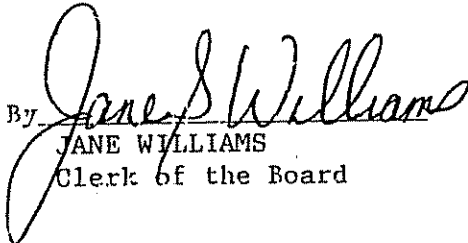
STATE OF ARIZONA
Department of Transportation

By 
MIKE BOYD, Chairman
Board of Directors

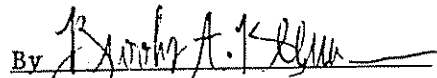
By 
ROBERT P. MICKELSON
Chief Deputy State Engineer

APR - 5 1994

ATTEST

By 
JANE WILLIAMS
Clerk of the Board

FLOOD CONTROL DISTRICT

By 
JOHN M. BERNAL
for Chief Engineer

RESOLUTION

BE IT RESOLVED on this 27th day of October 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the State's design and the County's construction of soil cement bank protection on I-10 at the Canada Del Oro wash.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'L. S. Bonine', is written over a horizontal line.

LARRY S. BONINE
Director

RESOLUTION AND ORDER NO. 1994 FC- 1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PIMA COUNTY FLOOD CONTROL DISTRICT APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY FLOOD CONTROL DISTRICT AND THE STATE OF ARIZONA'S DEPARTMENT OF TRANSPORTATION TO COOPERATIVELY DESIGN, BID AND CONSTRUCT A BANK STABILIZATION PROJECT ALONG THE CANADA DEL ORO WASH. (District 3)

WHEREAS, the Pima County Flood Control District has authority through ARS § 48-3601 et seq. to enter into agreements with the State; and

WHEREAS, the State desires to include the State's bank stabilization project on the Canada del Oro Wash as a separate additive bid item as part of a similar District project in order to achieve mutual cost savings; and

WHEREAS, the State will provide to the District standard design plans, specifications and other documents required for bidding and construction; and

WHEREAS, the State will pay the District the reasonable actual cost of the State Project within 30 days after receipt of an invoice; and

WHEREAS, the State upon completion and acceptance by the District, provide maintenance to the State Project within the State right-of-way.

NOW, THEREFORE, be it resolved by the Board of Directors to approve the Intergovernmental Agreement between the Pima County Flood Control District and the State of Arizona's Department of Transportation to cooperatively design, bid and construct a bank stabilization project along the Canada del Oro Wash; and

THAT, the Chairman of the Board of Directors is hereby instructed and authorized to sign said Intergovernmental Agreement for the Pima County Flood Control District Board of Directors.

PASSED ADOPTED AND APPROVED this 5th day of April, 1994.

PIMA COUNTY FLOOD CONTROL DISTRICT APPROVED AS TO FORM:
BOARD OF DIRECTORS


CHAIRMAN APR - 5 1994


DEPUTY COUNTY ATTORNEY

ATTEST:

CLERK OF THE BOARD

ATTORNEY CERTIFICATION

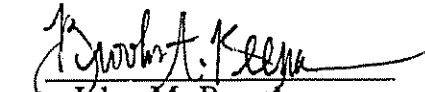
The foregoing Intergovernmental Agreement for Bank Stabilization on Canada del Oro, by and between State of Arizona, Department of Transportation and Pima County Flood Control District has been reviewed pursuant to A.R.S. Section 11-951 by the undersigned Deputy Pima County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the agreement represented by the Pima County Attorney.

Christine L. Carter 2-9-94
Deputy Pima County Attorney

Date

APPROVAL

The foregoing Intergovernmental Agreement for Bank Stabilization on Canada del Oro, by and between State of Arizona, Department of Transportation and Pima County Flood Control District has been reviewed this 8th day of February, 1994, and is hereby approved as to content.



for John M. Bernal

Chief Engineer
Pima County Flood Control District



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2781-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of May, 1994.

GRANT WOODS
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G